

MONTANA FIRST JUDICIAL DISTRICT, LEWIS & CLARK COUNTY

STATE OF MONTANA, ex rel.)	
DEPARTMENT OF ENVIRONMENTAL)	
QUALITY,)	Cause No. BDV-2004-596
Plaintiff,)	
)	PARTIAL CONSENT DECREE
-vs-)	
)	
BNSF RAILWAY COMPANY,)	
KALISPELL POLE AND TIMBER)	
COMPANY, KLINGLER LUMBER)	
COMPANY, INCORPORATED,)	
MONTANA MOKKO, INCORPORATED)	
and DOES 1 to 100,)	
)	
Defendants.)	
)	

I. BACKGROUND

1. The Montana Department of Environmental Quality (DEQ) filed a complaint in this matter on August 6, 2004, pursuant to Mont. Code Ann. § 75-10-701, et seq. DEQ named as defendants the BNSF Railway Company (BNSF), Exxon Mobil Corporation, Kalispell Pole and Timber Company, Klingler Lumber Company, Inc., the Montana Department of Natural Resources and Conservation (DNRC), Montana Mokko, Inc., Swank Enterprises, and Does 1 to 100.

2. DEQ filed an amended complaint in this matter on September 24, 2004, against the same Defendants.

3. In its amended complaint, DEQ seeks (1) to abate an imminent and substantial endangerment to the public health, safety, and welfare and the environment; (2) recovery of remedial action costs incurred and to be incurred by DEQ in connection with the Kalispell Pole and Timber (KPT), Reliance Refining Company (Reliance), and Yale Oil Corporation (Yale)

state Superfund facilities (the Facilities); (3) a declaratory judgment to establish the Defendants' liability for all future cleanup costs that DEQ will incur in connection with these facilities; and (4) penalties from some of the Defendants pursuant to the Montana Comprehensive Environmental Cleanup and Responsibility Act (CECRA).

4. The KPT facility is located in the Evergreen area of Kalispell in Flathead County, within the NW¼ of Section 8, Township 28 North, Range 21 West. The historic KPT property boundaries encompass approximately 35 acres.

5. The KPT facility was used for pole de-barking, timber milling, and pole treatment from approximately 1945 to 1990. These operations have resulted in the release or threatened release of pentachlorophenol (PCP), dioxins/furans, petroleum hydrocarbons, and other hazardous or deleterious substances into the environment.

6. The Reliance facility is located east of the KPT facility. The historic Reliance facility boundaries consist of approximately seven acres. The Reliance facility was used as a refinery and cracking plant from the 1920s through about 1958. Some of property within the Reliance facility was leased to the KPT Company from 1969 to 1994. These operations have resulted in the release or threatened release of petroleum hydrocarbons and other hazardous or deleterious substances into the environment.

7. The Yale facility is located south/southeast of the Reliance facility. The historic Yale property boundaries consist of approximately 2.5 acres. The Yale facility was used as a refinery beginning in the 1930s and was used as a bulk fuel storage facility from sometime in the 1940s until about 1978. These operations have resulted in the release or threatened release of petroleum hydrocarbons and other hazardous or deleterious substances into the environment.

8. Contamination from the KPT facility has co-mingled with contamination from the Reliance and Yale facilities.

9. In response to the release or threatened release of hazardous or deleterious substances at or from the Facilities, DEQ undertook remedial actions and incurred remedial action costs, and will continue to undertake remedial actions and incur remedial action costs at the Facilities pursuant to CECRA.

10. Mont. Code Ann. § 75-10-701(4) of CECRA defines a “facility” to include “any site or area where a hazardous or deleterious substance has been deposited, stored, disposed of, placed, or otherwise come to be located.”

11. Mont. Code Ann. § 75-10-701(8) of CECRA defines “hazardous or deleterious substances” and based on that definition includes PCP, dioxins/furans, and petroleum hydrocarbons.

12. Mont. Code Ann. § 75-10-715 of CECRA provides that “the following persons are jointly and severally liable for a release or threatened release of a hazardous or deleterious substance from a facility: (a) a person who owns or operates a facility where a hazardous or deleterious substance was disposed of; (b) a person who at the time of disposal of a hazardous or deleterious substance owned or operated a facility where the hazardous or deleterious substance was disposed of....”

13. DEQ has notified Montana Mokko, Inc. (“Mokko”) that it is jointly and severally liable for remediation of the KPT facility and, to the extent that contamination from this facility has come to be located on or under the Reliance or Yale facilities, Mokko, is liable for those facilities. Mokko denies this liability. In this action defendant BNSF has been adjudicated liable for the releases from the KPT Facility and defendants DNRC, Swank Enterprises, and Exxon

Mobil Corporation have entered into partial consent decrees resolving their liabilities for the KPT, Reliance, and Yale facilities.

14. Mokko's sole asset is the real property approximately 6.74 acres in size described as Tract 11C in SE1/4, SW ¼ of Township 28 North, Range 21 West, Flathead County, with State of Montana geocode identification number 07396605307150000. This real property is within the KPT Facility. Montana Mokko, Inc. ceased the majority of its operations in 1993 and has not filed a corporate tax return since 1994. Stillwater Forest Products, Inc.'s ("Stillwater") sole asset is the real property approximately 8.37 acres in size described as Tract 11CA in SE1/4 SW ¼ of Township 28 North, Range 21 West, Flathead County, with State of Montana geocode identification number 07396605307110000. This real property is within the KPT Facility. Until March 27, 2006, this property was owned by Robert Parmenter ("Parmenter") when it was transferred to Stillwater. Stillwater ceased the majority of its operations in 2006 and the corporation is currently in inactive status. While they have not been named as defendants in this action, DEQ contends that the past and present ownership of parcel number 07396605307110000 makes both Stillwater and Parmenter liable persons under CECRA for the KPT facility. Stillwater and Parmenter deny that liability.

15. DEQ, Mokko, Stillwater and Parmenter desire to resolve Mokko, Stillwater and Parmenter's liability for the KPT facility. The Parties recognize, and the Court by entering this Consent Decree finds, that the Parties have negotiated this Consent Decree in good faith, that implementation of the Consent Decree will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair and reasonable and is in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

16. This Court has jurisdiction over the subject matter of this action pursuant to Mont. Code Ann. § 75-10-711. This Court also has personal jurisdiction over the Parties. Solely for the purposes of this Consent Decree and the underlying complaints, the Parties waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. The Parties shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

17. This Agreement shall be binding upon DEQ Mokko, Stillwater and Parmenter and their successors and assigns. Any change in ownership or corporate or other legal status of any party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

18. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CECRA shall have the meaning assigned to them in CECRA. Whenever terms listed below are used in this Consent Decree or in any appendices attached hereto, the following definitions shall apply:

a. "CECRA" shall mean the Comprehensive Environmental Cleanup and Responsibility Act, Mont. Code Ann. §§ 75-10-701, et seq.

b. "Companies" shall mean Montana Mokko, Inc., a Montana corporation, and Stillwater Forest Products, Inc., a Montana corporation that in 2006 was placed in inactive status with the Montana Secretary of State.

c. "Consent Decree" shall mean this Partial Consent Decree and Entry of Judgment and any attached appendices. This Consent Decree is "partial" in that it does not apply to every defendant in this case.

d. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

e. "DEQ" shall mean the Montana Department of Environmental Quality and any successor departments or agencies of the State of Montana.

f. "Facilities" shall mean the sites designated by DEQ as the Kalispell Pole and Timber, Reliance Refining Company, and Yale Oil Corporation facilities that include any site or area where contamination has come to be located. These Facilities are depicted more particularly on Exhibit A.

g. Hereinafter "Mokko" collectively refers to and includes Montana Mokko, Inc., a Montana corporation; Stillwater Forest Products, Inc., a Montana corporation inactive since 2006; and Robert Parmenter, individually.

h. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or an upper or lower case letter.

i. "Parties" shall mean DEQ and Mokko.

j. "Record of Decision" shall mean the DEQ Record of Decision, including all attachments, relating to the Facilities signed by the DEQ Director or his delegee.

- k. "Section" shall mean a portion of this Agreement identified by a roman numeral.

V. SETTLEMENT TERMS

19. (a) Mokko agrees to allow the use of the property parcels referenced in Paragraph 14 in whatever way DEQ requires to implement and maintain the selected remedy for the Facilities including but not limited to placement and maintenance of land treatment unit(s) and placement of and compliance with institutional controls.

(b) Montana Mokko, Inc. will maintain its active corporate status with the State of Montana and Stillwater Forest Products, Inc. will reactive its corporate status with the State of Montana; thereafter, both Companies will maintain their active corporate status until DEQ determines the real property parcels referenced in Paragraph 14 are no longer needed for remedial actions through the issuance of a "no further action" determination.

(c) Mokko will pay all real property taxes and assessments on the property parcels referenced in Paragraph 14 and will not allow the real property taxes or assessments to go into arrears during the time that the real property is being used for remedial actions. DEQ will notify Mokko when the real property is no longer needed by DEQ.

(d) Mokko will ensure that any indebtedness currently on the property is paid according to its required payment schedule and that no foreclosure action or other involuntary transfer occurs. Mokko will not further encumber the property nor allow any liens to be placed on the real property parcels referenced in Paragraph 14 without the written approval of DEQ.

(e) Mokko will not sell, lease, or otherwise transfer the real property parcels referenced in Paragraph 14 or any part thereof without advance written approval of DEQ. Mokko will ensure that there are no agreements or obligations on the real property parcels or any

part thereof with any third person that are or may be contrary to DEQ's rights or Mokko's obligations under this Consent Decree.

(f) Mokko will not physically alter, nor allow any third party to physically alter, the real property parcel or any part thereof referenced in Paragraph 14 without advance written approval of DEQ. This includes any excavation or soil movement.

(g) Mokko will ensure that there are no agreements in place with third parties that will interfere DEQ's rights or Mokko's obligations under this Agreement including but not limited the use of the property parcels referenced in Paragraph 14 in whatever way DEQ requires to implement and maintain the selected remedy for the Facilities. The Parties acknowledge that a leasehold for both parcels exists in favor of Glacier Stone Company and Dave Wilkins. Mokko promises and covenants that within 10 days of execution of this Agreement between the Parties, it will obtain and provide to DEQ a lease amendment wherein Glacier Stone Company and Dave Wilkins agree to have their leasehold interests subject to DEQ's rights and Mokko's obligations under this Agreement. DEQ hereby agrees to notify Glacier Stone Company and Dave Wilkins in advance of implementation of the remediation on those properties to determine the company's operational needs and to take those needs into consideration so as to minimize the impact of the remediation on the company's business operations, to the extent practicable.

(h) In addition to any other damages, assessments or penalties for breach that may be available to DEQ, failure to comply with this or any other provision of this Agreement by Mokko (or any individual entity comprising "Mokko") will render the release, covenant not to sue and contribution protections afforded Mokko, including any individual entity comprising "Mokko" under this Agreement void at the sole discretion of DEQ.

VI. FAILURE TO COMPLY WITH AGREEMENT

20. In the event of Mokko's failure to comply with any portion of this Agreement, Mokko shall pay to DEQ, as a stipulated penalty, \$1,000 per violation per Day. Stipulated penalties are due and payable within thirty (30) days of the date of demand for payment of the penalties.

21. If any amounts due to DEQ by Mokko as stipulated penalties are not paid by the required dates, DEQ shall no longer be bound by the covenant not to sue contained paragraph 24 and may withdraw the contribution protection provided to Mokko in this Consent Decree

22. Penalties shall begin to accrue on the Day DEQ provides notice to Mokko of the violation and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Decree.

23. If DEQ brings an action to enforce or defend this Decree, Mokko shall reimburse DEQ for all costs of such action, including but not limited to attorney's fees. Notwithstanding any other provisions of this Section, DEQ may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this decree.

VII. COVENANT NOT TO SUE BY DEQ

24. In consideration of the actions that will be performed by Mokko under the terms of the Consent Decree, and except as specifically provided in Paragraph 25 of this Consent Decree, pursuant to Mont. Code Ann. § 75-10-719, Mokko shall have contribution protection from third parties and DEQ covenants not to sue Mokko for Past and Future Remedial Action Costs at the Facilities. DEQ's covenant not to sue is conditioned upon the satisfactory performance by Mokko of its obligations under this Consent Decree. DEQ's covenant not to sue

extends only Montana Mokko, Inc., Stillwater Forest Products, Inc., their officers, directors, and shareholders (for their acts as officers, directors and shareholders), and to Robert Parmenter.

The covenant not to sue does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY DEQ

25. The covenant not to sue by DEQ set forth in Paragraph 24 does not pertain to any matters other than those expressly identified therein. DEQ reserves, and this Consent Decree is without prejudice to, all rights against Mokko with respect to all other matters, including but not limited to the following:

- a. claims based on a failure of Mokko to meet a requirement of this Consent Decree;
- b. liability arising from the past, present, or future disposal, release, or threat of release at any site or facility, other than the Facilities described herein;
- c. criminal liability;
- d. liability for actions which violate state or federal law, other than CECRA, and which occur during or after implementation of the remedial actions;
- e. liability for active releases at the Facilities that occur after the effective date of this Consent Decree; and
- f. future liability for injunctive relief or administrative order enforcement under Title 75, Chapter 10, Part 7 of the Montana Code Annotated.

26. Nothing in this Consent Decree is intended to be nor shall it be construed as a release, covenant not to sue, covenant not to execute or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Montana may have against any person, firm, corporation or other entity not a signatory to this Consent Decree.

IX. COVENANT NOT TO SUE BY MOKKO

27. Mokko covenants not to sue and agrees not to assert any claims or causes of action against DEQ or its contractors or employees with respect to Past or Future Remedial Action Costs or this Consent Decree, including but not limited to:

- a. any claim against DEQ related in any manner to the Facilities; and
- b. any claims arising out of remedial actions at the Facilities, including claims based on DEQ's selection of remedial actions, oversight of remedial actions, or acceptance of plans for such actions.

Mokko's covenant not to sue shall take effect upon execution of this Consent Decree by the Parties.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

28. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. DEQ and Mokko each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Facilities against any person not a Party hereto. Mokko assigns all those rights it possesses as against third parties to DEQ.

29. The Parties agree, and by entering this Consent Decree this Court finds, that Mokko is entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Mont. Code Ann. § 75-10-719, MCA, for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Remedial Action Costs, Future Remedial Action Costs for the Facilities and remedial action costs incurred by other parties prior to the effective date of this Consent Decree.

30. In any subsequent administrative or judicial proceeding initiated by DEQ, or by the State of Montana on behalf of DEQ, for injunctive relief, recovery of remedial action costs, or other appropriate relief relating to the Facilities, Mokko shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by DEQ set forth in Paragraph VII.

XI. FACILITY ACCESS

31. Commencing upon the date the Parties execute this Consent Decree, Mokko agrees to provide DEQ and its representatives, contractors, and all representatives and contractors of any person conducting remedial actions approved by DEQ at the Facilities, access at all reasonable times to the real property owned, leased, or controlled by Mokko. The purposes of such access may include, but not be limited to, sampling, excavation, or any other physical imposition on the property needed to implement the remedy for the Facilities. DEQ anticipates that Mokko's property may be needed to implement remedial actions which may be in operation and maintenance for many years and Mokko explicitly acknowledges and agrees to the use of the real property referenced in Paragraph 14 for this purpose.

32. Notwithstanding any provision of this Consent Decree, DEQ retains all of its access authorities and rights, including related enforcement authorities, under CECRA and any other applicable statutes or regulations.

XII. INSTITUTIONAL AND ENGINEERING CONTROLS

33. The Companies acknowledge that Institutional Controls may be necessary as part of selecting and implementing final or interim remedies for the Facilities. Upon issuance of the Record of Decision for the Facilities, DEQ will specify those Institutional Controls that will apply to the property owned or controlled by the Companies. Mokko agrees to implement, maintain, and comply with each Institutional Control specified by DEQ for the Facilities in the future.

XIII. CONVEYANCE AND USE OF PROPERTY

34. The restrictions and obligations of the Companies with respect to the provision of access under Section XI and the implementation, maintenance, and compliance of Institutional Controls under Section XII are for the benefit of the Facilities and shall be considered covenants that run with the land and shall be binding upon the Companies and upon any and all persons who acquire any interest in all or any portion of the property. Within fifteen (15) days after the entry of this Partial Consent Decree, the Companies shall execute and record at the Flathead County Clerk and Recorder's Office a "Notice of Obligation" in the form attached as Exhibit B to provide notice of this Consent Decree and its requirements. Each subsequent instrument conveying an interest in any such property included in the Facility shall reference the recorded location of such notice and covenants applicable to the Facility.

35. Mokko agrees that they will not lease or otherwise convey any portion of their real property interests in or control over the KPT facility until such time as all required remedial actions at the Facilities are complete and the Facilities are removed from the CECRA Priority List, unless DEQ provides written approval of the lease or conveyance in advance.

XIV. RETENTION OF RECORDS/ACCESS TO INFORMATION

36. Until ten (10) years after the effective date of this Consent Decree, Mokko shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to remedial actions taken at the Facilities or to the liability of any person for remedial actions conducted and to be conducted at the Facilities, regardless of any record retention policy to the contrary. Mokko agrees to provide DEQ access to the records at all times the records are in Mokko's possession or control. Mokko also agrees to freely share with DEQ any information Mokko may possess which would facilitate DEQ's determination of final remedial alternatives or implementation of those remedial alternatives.

37. After the conclusion of the document retention period in the preceding paragraph, Mokko shall notify DEQ at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by DEQ, Mokko shall deliver any such records or documents to DEQ. Mokko may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by state law. If Mokko asserts such a privilege, it shall provide DEQ with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with DEQ shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to DEQ in redacted form to mask the

privileged information only. Mokko shall retain all records and documents that it claims to be privileged until DEQ has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Mokko's favor.

38. By signing this Consent Decree, Mokko certifies that, to the best of its knowledge and belief, it has:

- a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to DEQ, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to insurance for, the ownership of, the operation of, or the control of the Facilities, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Facilities;
- b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Facilities, after notification of potential liability or the filing of a suit against Mokko regarding the Facilities;
- c. fully complied with any and all DEQ requests for information regarding the Facilities; and
- d. provided DEQ all financial and asset information of the Companies.

39. As a condition to DEQ's agreement to enter into this Consent Decree, Mokko covenants and agrees that it will not communicate in any way or otherwise provide information relating to the Facilities to any other party to this action without first providing DEQ's attorneys the opportunity to be present during such communications or to review any requested written information before transmitting it to any other party to this action. Mokko further agrees that it

will not object to DEQ's selection of remedial actions, oversight of remedial actions, or acceptance of plans for such actions.

XV. NOTICES AND SUBMISSIONS

40. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Consent Decree with respect to DEQ and Mokko.

As to DEQ:

Cynthia D. Brooks
Legal Counsel
Montana DEQ
P.O. Box 200901
Helena, MT 59620-0901

As to Mokko:

Robert Parmenter
P.O. Box 189
Dillon, MT 59725

XVI. INTEGRATION/APPENDICES

41. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding between DEQ and Mokko with respect to the settlement embodied in this Consent Decree. Mokko and DEQ acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XVII. EFFECTIVE DATE

42. The effective date of this Consent Decree shall be the date upon which the Court enters this Consent Decree, except as otherwise provided herein.

XVIII. RETENTION OF JURISDICTION

43. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Parties for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

XIX. MODIFICATION

44. Except as otherwise provided in this Section, no modifications shall be made to provisions of this Consent Decree without written notification to and written acceptance by DEQ and Mokko. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise, or modify this Consent Decree upon the motion of a Party.

XX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

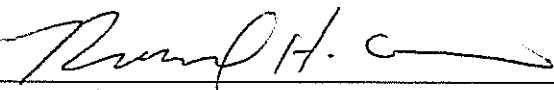
45. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. DEQ may modify or withdraw its consent to this Consent Decree if comments received disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper or inadequate.


46. If for any reason the Court should decline to enter this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties except those parts of

the Consent Decree that are specifically effective upon execution of the Consent Decree by the Parties.

IT IS SO AGREED:

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY

DATED: 1/11/08 By: 
Richard H. Opper
Director

DATED: 1/11/08 By: 
Cynthia D. Brooks
Special Assistant Attorney General

JAN-11-2008 13:30 From: KELLER LAW

486 449 2256

To: 14065833606

P. 2/2

MONTANA MOKKO, INC.

DATED: 1/11/08 By: Robert Parmenter Pres.
Robert Parmenter
President

STILLWATER FOREST PRODUCTS, INC.

DATED: 1/11/2008 By: Robert Chris Parmenter
Robert Chris Parmenter
President

ROBERT PARMENTER

DATED: 1/11/08 By: Robert Parmenter
Robert Parmenter, individually

KELLER LAW FIRM

DATED: 1/11/08 By: Greg Van Hornen
Greg Van Hornen
Attorney for Mokko

IT IS SO ORDERED:

DATED: _____
Jeffrey M. Sherlock
District Judge

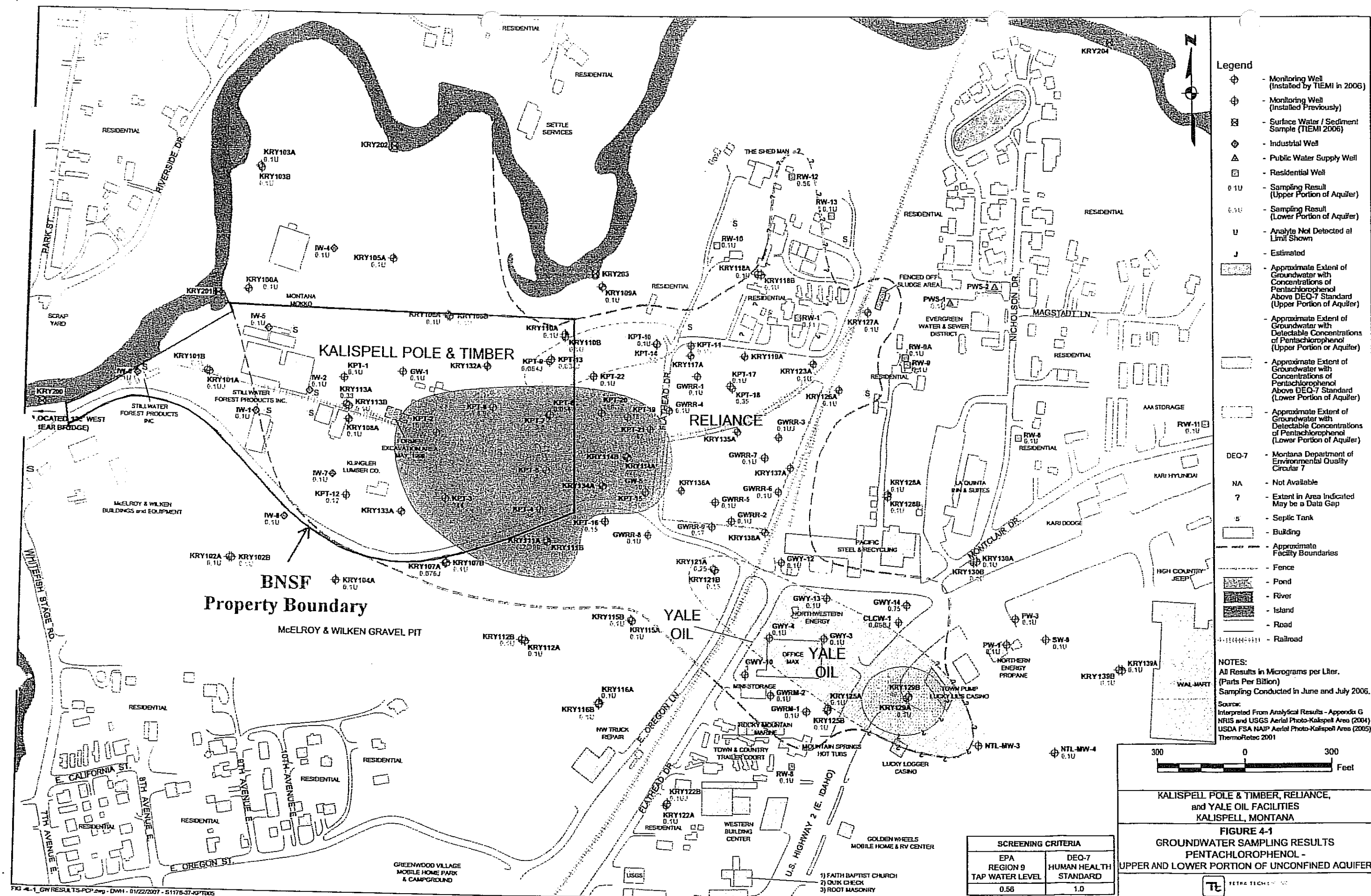


EXHIBIT
A

**EXHIBIT B, PAGE 1
NOTICE OF OBLIGATION**

NOTICE IS HEREBY GIVEN that on the 11th day of January, 2008, a Partial Consent Decree, of which is this an abstract, was executed by and between MONTANA MOKKO, INC. and THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY providing for certain access rights and other obligations pertaining to the following-described real property in Flathead County, Montana:

[INSERT LEGAL DESCRIPTION for Montana Mokkos' real property approximately 6.74 acres in size described as Tract 11C in SE¼SW¼ of Section 5, Township 28 North, Range 21 West, Flathead County, State of Montana Geocode identification number 07396605307150000]

The original of the Partial Consent Decree is filed under Cause No. BDV-2004-596, Montana First Judicial District Court. The Consent Decree provides to certain persons a right of access to the property for the purposes of performing remedial actions under the Montana Comprehensive Environmental Cleanup and Responsibility Act, Sections 75-10-701 et seq., MCA. The Consent Decree also provides for certain land use restrictions and other "institutional controls" on the property.

The Montana Department of Environmental Quality will provide a full and complete copy of the Consent Decree upon request of any persons.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this ____ day of _____, 2008.

MONTANA MOKKO, INC.

By: _____
Robert Parmenter
President

STATE OF MONTANA)
 : ss.
County of _____)

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert Parmenter, known to me to be the person who name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC FOR THE STATE OF MT
Residing at: _____
My Commission Expires: _____

EXHIBIT B, PAGE 2
NOTICE OF OBLIGATION

NOTICE IS HEREBY GIVEN that on the 11th day of January, 2008, a Partial Consent Decree, of which is this an abstract, was executed by and between STILLWATER FOREST PRODUCTS, INC. and THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY providing for certain access rights and other obligations pertaining to the following-described real property in Flathead County, Montana:

[INSERT LEGAL DESCRIPTION for Stillwater Forest Products, Inc.'s real property approximately 8.37 acres in size described as Tract 11CA in SE¼SW¼ of Section 5, Township 28 North, Range 21 West, Flathead County, State of Montana Geocode identification number 07396605307110000]

The original of the Partial Consent Decree is filed under Cause No. BDV-2004-596, Montana First Judicial District Court. The Consent Decree provides to certain persons a right of access to the property for the purposes of performing remedial actions under the Montana Comprehensive Environmental Cleanup and Responsibility Act, Sections 75-10-701 et seq., MCA. The Consent Decree also provides for certain land use restrictions and other “institutional controls” on the property.

The Montana Department of Environmental Quality will provide a full and complete copy of the Consent Decree upon request of any persons.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this _____ day of _____, 2008.

STILLWATER FOREST PRODUCTS, INC.

By: _____
Robert Chris Parmenter
President

STATE OF _____)
 : ss.
County of _____)

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert Chris Parmenter, known to me to be the person who name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC FOR THE STATE OF MT
Residing at: _____
My Commission Expires: _____